

## **EXHIBIT “B”**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

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HONORABLE HERNÁN D. VERA, DISTRICT JUDGE PRESIDING

MARK SNOOKAL, )  
 )  
Plaintiffs, )  
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 )  
 )  
 )  
vs. ) No. CV 23-06302-HDV  
 )  
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 )  
CHEVRON USA, INC., )  
 )  
 )  
Defendants. )  
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REPORTER'S TRANSCRIPT OF JURY TRIAL PROCEEDINGS

*TRIAL DAY TWO*

LOS ANGELES, CALIFORNIA

WEDNESDAY, AUGUST 20, 2025

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**E X H I B I T S (STIPULATED)**

<u>PLAINTIFF'S</u>	<u>RECEIVED</u>	<u>MARKED</u>
39	27	--
88	68	--
8	75	--
70	97	--
30	130	--
82	188	--
147	222	--
148	224	--
132	242	--
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E X H I B I T S (STIPULATED)

DEFENSE'S RECEIVED MARKED

(None)

1 reviewed and investigations they have to do minimal.

2 Yes.

3 Q Okay. So it's fair to say that Chevron  
4 provided you with the list of steps to go through when  
5 you were conducting a suitability screening. Is that --  
6 is that fair to say?

7 A Correct.

8 Q Okay. That's called the medical examination  
9 protocol; true?

10 A True.

11 Q Okay. Were you aware at the time you made a  
12 decision about Mr. Snookal's fitness for duty of  
13 California law that says that it's not a defense to a  
14 disability discrimination case to assert that the  
15 employee does not presently -- excuse me, that the  
16 employee has a disability with a future risk as long as  
17 the disability does not presently interfere with his  
18 ability to perform job in a manner that will not  
19 endanger him or others?

20 A No, I was not aware.

21 Q Yeah. How would you know California law;  
22 right?

23 MR. MUSSIG: Argumentative, Your Honor.

24 THE COURT: Sustained.

25 BY MS. FLECHSIG:

1 Q No one at Chevron ever told you about this  
2 California law in 2019; right?

3 A If I may say, in this instance, that law did  
4 not come into the picture.

5 Q I'm sorry. I'm not sure I understand.

6 Did Chevron tell you about California law and  
7 that future risk is not a reason to decline someone's  
8 fitness for duty if they're able to presently perform  
9 job duties in a manner that will not endanger him or  
10 others?

11 A In this case, we're not looking at the future  
12 risk. We're looking at present risk.

13 Q So I'm just asking: Did Chevron ever tell you  
14 about this law? Yes or no?

15 A My work was in Nigeria. I did not need to know  
16 about that law.

17 Q So that is a no? No one told you because  
18 you're working in Nigeria, you're doing your job there?

19 A I didn't need to know about that law. My job  
20 was in Nigeria.

21 Q And it wasn't in the Chevron guidelines; is  
22 that true?

23 A That guideline was a guideline on the  
24 screenings and investigations you needed to do for  
25 fitness for duty.



1 screening, determined that Mr. Snookal was unfit for  
2 duty in Escravos, Nigeria; is that all true?

3 A So the conclusion was not fit for duty in  
4 Escravos, fit for duty in Lagos.

5 Q Okay. So -- but you did not say that --  
6 basically, he was not fit for duty in Escravos; is that  
7 true?

8 A The conclusion was not fit for duty in  
9 Escravos, fir for duty in Lagos.

10 Q Sure. Okay.

11 And you're not a cardiologist; right?

12 A I'm not.

13 Q You've never practiced cardiology?

14 A Well, that would need some explanation. I'm  
15 not a cardiologist. I'm a physician. I'm trained in  
16 internal medicine with a specialization in neurology.  
17 So in this instance, the determination was made after  
18 consulting with a team of cardiologists --

19 Q I'm sorry. I'm just asking whether you've ever  
20 practiced cardiology?

21 A Well, the answer to that question would be yes.  
22 The way medicine is practiced in Nigeria is an interest  
23 you see all medical cases, and the ones that require  
24 specialist attention are then referred to a  
25 cardiologist.

1 MS. FLECHSIG: Your Honor, I'd like to read  
2 from Mr. Asekomeh's transcript -- deposition transcript  
3 lines -- page 19, 25 through 20 -- line 1.

4 THE COURT: I'll need the transcript. Let me  
5 ask our courtroom deputy to see if we have it in the...

6 MS. FLECHSIG: Page 19, line 25 through page  
7 20, line 1.

8 THE COURT: Okay. Go ahead and read that.

9 MS. FLECHSIG: Question: Have you ever  
10 practiced cardiologist?

11 Answer: Not as a cardiologist.

12 BY MS. FLECHSIG:

13 Q Dr. Asekomeh, is it true to say other than  
14 Mr. Snookal, you have never evaluated anyone else with a  
15 dilated aortic root for a fitness for duty  
16 determination; is that fair to say?

17 A Correct.

18 Q And before making a determination with respect  
19 to Mr. Snookal, you did not speak with Dr. Sobel, the  
20 Chevron appointed doctor in Los Angeles, who had  
21 determined he was fit for duty with restrictions; is  
22 that true?

23 A True.

24 Q And you never spoke with Dr. Khan,  
25 Mr. Snookal's treating cardiologist, before making your

1 determination; right?

2 A True. Because the process does not require me  
3 to do that.

4 Q Okay. And you didn't review Mr. Snookal's  
5 employment history with Chevron before making your  
6 determination; is that true?

7 A The determination was made after conversing  
8 with a team of cardiologists in Nigeria. Again, the  
9 process had nothing to do with this.

10 Q Thank you. I'll get to that with respect to  
11 the three cardiologist. But what I'm asking you right  
12 now is did you review Mr. Snookal's employment history  
13 with Chevron before making the decision in 2019?

14 A The process did not require his work history  
15 prior to that.

16 Q Are you aware that in California that's one of  
17 the considerations for whether Chevron can assert a  
18 direct threat defense?

19 A I'm not.

20 Q So you wouldn't have known at the time that  
21 Mr. Snookal had been working for Chevron for a decade  
22 without any medical incident; right?

23 A In this process, the form to assenting from the  
24 U.S. for a review to determine ground -- to determine  
25 fitness to work here in Escravos. And in that process,

1 there is a form that has the medical history of  
2 Mr. Snookal. So I looked through that form, looked at  
3 his medical history, and saw his medical condition. And  
4 that's determined he had a dilated aortic root. They  
5 detect that the chest CT scan and echocardiogram, and he  
6 measured --

7 Q I'm sorry. Dr Asekomeh, I think we're getting  
8 away from my question. It was did you -- let me ask the  
9 question one more time.

10 You did not know whether during Mr. Snookal's  
11 employment with Chevron he had not had any medical  
12 incidents at work?

13 A As I said, we concluded a medical history form  
14 which we viewed and it did not mention that. What it  
15 mentioned in that form is that he was on hypertensive  
16 medication. He was also that news with the dilated  
17 aortic root, and he had findings on his CT that is what  
18 was on his medical history.

19 Q Did you take any steps to find out whether  
20 Mr. Snookal had ever had any prior incidents while  
21 working for Chevron or -- actually, strike that.

22 Did you contact anyone to find out whether he  
23 had any prior medical incidents while working at  
24 Chevron?

25 A That information was not required.

1 THE COURT: Counsel, he is not going to answer  
2 your question.

3 MS. FLECHSIG: Understood.

4 THE COURT: So move on.

5 BY MS. FLECHSIG:

6 Q And you never met or spoke with Mr. Snookal; is  
7 that true?

8 A The process did not require me to speak with  
9 Mr. Snookal.

10 Q And you did not speak to anyone with Escravos  
11 to understand the job duties that Mr. Snookal would have  
12 been completing there; true?

13 A So the forms also had a description of his job  
14 duty was to be transpiring as a manager reliability and  
15 engineering. And that was in the forms.

16 Q Your testimony today is that you remember  
17 reviewing his job duties before making the  
18 determination?

19 A Not -- say that again?

20 Q Is your testimony today is that you did review  
21 job duties that Mr. Snookal would have been doing before  
22 making the determination in 2019?

23 A No. My testimony is that the job position was  
24 stated in the forms.

25 Q So you're saying that you were aware of the

1 job -- job duties at the time you made decision?

2 A The job position was a manager reliability and  
3 engineering. That was stated in the forms.

4 MS. FLECHSIG: Your Honor, I'd like to read  
5 from Dr. Asekomeh's deposition transcript, page 71,  
6 lines 22 through 25.

7 THE COURT: Okay. Go ahead.

8 MS. FLECHSIG: Question: Did you review the  
9 job description for the reliability engineering manager.

10 Answer: I can't remember now, but there was no  
11 issue around his duty.

12 BY MS. FLECHSIG:

13 Q Dr. Asekomeh, based on what I just read, isn't  
14 it true that your decision not to clear Mr. Snookal for  
15 duty was -- was based -- was -- excuse me -- strike  
16 that.

17 Would you agree that your decision not to clear  
18 Mr. Snookal was not based upon whether Mr. Snookal could  
19 actually perform the duties of his job in Escravos?

20 A Okay. So the forms that were sent said he was  
21 going to work as a manager reliability engineering. The  
22 doctor who examined him put a restriction and said,  
23 "Restricted clearance, not to lift at work with EKG."  
24 The main reason we look at was the fact that he had a  
25 dilated aortic aneurysm.

1           So I sent those forms on for further review,  
2           starting with the cardiologist who was on ground in  
3           Escravos, Dr. Aiwuyo. And I asked him three questions.  
4           First of the three questions was can you manage someone  
5           with this condition in Escravos, and are there signs to  
6           determine if he was getting worse. And I know if there  
7           was an emergency, would we be able to handle this  
8           condition.

9           Those are the three questions asked and that  
10          was together with the three cardiologists. And based on  
11          the condition on ground, the agreement was no. The --  
12          there was an emergency which could be dissection or a  
13          rupture, the facilities on ground would not be able to  
14          handle the condition.

15       Q           So --

16               THE COURT: Before we go on, Counsel. Doctor,  
17               it seems like the light in your room turned off, if you  
18               can fix that.

19               THE WITNESS: Yes, if you just give me a  
20               minute.

21               THE COURT: Yes, go ahead. We'll wait for you.

22               THE WITNESS: Okay.

23               THE COURT: Okay. All right. That's better.

24               Thank you. Go ahead, Counsel.

25               BY MS. FLECHSIG:

1 Q So I believe what you just said is that the  
2 decision was based upon the location, not based upon  
3 whether or not Mr. Snookal could do the actual job that  
4 he had been select for; right?

5 A Decision was based on the fact that we had  
6 someone coming into work in a location where considering  
7 his background -- medical condition and the chance and  
8 risk that that can be a complication or we'll not be  
9 able to take care of him in that location.

10 Q Okay.

11 A That is why the conclusion was not fit to work  
12 in Escravos and fit to work in Lagos.

13 Q Okay. Thank you. So let's talk about the  
14 location. So is it fair to say that the location  
15 itself, nothing about Escravos, the weather, the water,  
16 the food, whatever pertains to this geographic location,  
17 nothing about the location would aggravate Mr. Snookal's  
18 dilated aortic root; is that fair to say?

19 A Well, the -- the -- the doctor who did the  
20 initial screening talked about restriction around  
21 lifting weights. But the main contradiction was that  
22 the location itself if there was to be complication,  
23 which we know can happen in this condition, will not be  
24 able to manage him.

25 Q So as long as he --



1 A The location was removed location and far from  
2 standard care. It will need if you had complications.

3 Q Thank you, Doctor. So lifting heavy weights is  
4 not a requirement of being in Escravos; right?

5 A Right.

6 Q Okay. So assuming he is not lifting heavy  
7 weight while he is there, which I understand, you know,  
8 was recommended against, as long as he is not lifting  
9 heavy weight while he is there, being there itself is  
10 not going to increase his risk that he would ever have a  
11 rupture or a dissection; right?

12 A The determination of this case was not  
13 recognized in present risk. It was looking at current  
14 risk. As a doctor, the size of the dilation carried  
15 risk of rupture.

16 Q Right. So it was based on future risk not that  
17 going there would increase his risk relative to being at  
18 home in Los Angeles; right?

19 A It had the risk of rupture and was going to a  
20 location where that rupture could not be managed.

21 Q Okay.

22 A As would be required.

23 Q Are you aware that many community hospitals  
24 even here in Los Angeles or other major cities in the  
25 United States are not able to conduct surgery on a

1 Q Thank you.

2 So just first, before we get to that, I'm  
3 asking: Do you remember actually reviewing any studies  
4 yourself before making decision?

5 A As I said, it was first sent to Dr. Aiwuyo.  
6 What I can't remember -- because he sent a link to that  
7 Canadian journal in his report. I can't remember now  
8 whether I look at it or not.

9 Q Okay. So it's fair to say, then, you were  
10 relying on your colleagues in cardiology to review the  
11 literature?

12 A I was relying on the opinion of the  
13 cardiologist -- three of the Nigerian cardiologists.

14 Q Okay. And only one of them referenced any  
15 study regarding Mr. Snookal's medical condition; is that  
16 true?

17 A I am not sure now, but I remember the Canadian  
18 journal from Dr. Aiwuyo.

19 Q Okay. Let's turn to that --

20 A They -- they [indiscernible] give their  
21 professional opinions.

22 Q Sure. Okay. So let's turn to that. If you  
23 could kindly open up Exhibit 39 and go to page 6.

24 MS. FLECHSIG: This has been admitted -- this  
25 exhibit has been admitted by stipulation.

1 A Correct.

2 Q Okay. So he says that the values that  
3 Mr. Snookal have, 4.1, 4.2, are low risk; correct?

4 A Correct.

5 Q And he doesn't say a specific percentage at  
6 all; right?

7 A Correct.

8 Q Is it fair to say that "low risk" could mean  
9 one in a million; it could mean one in a billion? It  
10 could mean truly anything that one might think of as low  
11 risk; right?

12 A So -- so -- so this was a second reference to  
13 low risk. The -- the reference from Mr. Snookal's  
14 cardiologist actually put it as normal, said 2 percent.

15 Q I think I know what you're referring to,  
16 Dr. Asekomeh. Let me find that if I may.

17 Isn't it true that whatever e-mail you're  
18 referring to from Dr. Khan came after you made your  
19 decision?

20 A Well, I'm not sure of those sequences again.  
21 But I know there was a risk in one of his memos.

22 Q Okay. But that came after you already decided  
23 not to clear him; right?

24 A As I said before, there is no decision -- the  
25 way you saw (indiscernible). The decision was made that

1 he is not fit to work in Escravos. He was fit to work  
2 in Lagos. That was the final decision. It's in form  
3 1789, also in 1069 that is attached.

4 Q And so, Dr. Asekomeh, it's true that none of  
5 the cardiologists -- none of the three cardiologists you  
6 consulted with provided you any percentage of risk that  
7 they evaluated Mr. Snookal for; true?

8 A So as I said, you are thinking of one aspect of  
9 the task I asked the three cardiologists: One was to  
10 estimate risk; the second was to discuss around  
11 symptoms -- any one of his symptoms with  
12 which (indiscernible) deterioration and those intervene  
13 quickly. And the thought particularized to Dr. Aiwuyo,  
14 as the cardiologist on ground in Escravos, was to say if  
15 you have this patient develop that risk --

16 Q Okay.

17 A -- which in this instance, is whether there is  
18 dissecting or a rupture, would you on ground be able to  
19 manage him? And the answer was no.

20 Q Thank you.

21 A He was the cardiologist --

22 Q Thank you, Dr. Asekomeh.

23 I'm asking whether any of the colleagues you  
24 conferred with gave you a percentage of risk they  
25 thought was attributed to Mr. Snookal, other than saying

1 it was low risk?

2 A So -- so Dr. Akintunde's conclusion was low  
3 risk is not no risk.

4 Q Okay.

5 A So --

6 THE COURT: Doctor -- Doctor, we appreciate --  
7 this is Judge Vera. Please try to answer the question  
8 directly. You can add your explanation but please try  
9 to directly answer it. It is taking much longer because  
10 you're not doing that. So if you can, listen to  
11 question again. I'm going to ask Counsel to repeat it,  
12 and then I'm going to ask you to answer it "yes" or  
13 "no," and then you can add your explanation to it.

14 Go ahead, Counsel.

15 MS. FLECHSIG: Thank you.

16 BY MS. FLECHSIG:

17 Q Dr. Asekomeh, it is true that none of three  
18 cardiologists you conferred with sent you any percentage  
19 they attributed to Mr. Snookal's risk, other than to say  
20 he was low risk; true?

21 A Yes, true.

22 Q And turning to other e-mail you referenced --  
23 so one of the other cardiologists who we haven't  
24 discussed her opinion yet was Dr. Akintunde; right?

25 A Right.

1 Q She also e-mailed back on this e-mail thread  
2 and said, "I concur with my colleagues. With an aortic  
3 root of 4.2 centimeters, he is low risk but not no  
4 risk"?

5 A Yes.

6 Q And actually, we can turn -- we can turn to  
7 page 5 of this exhibit, and we'll see that.

8 So that's true; right? That was the quote you  
9 were referencing, when she said, "He's low risk but no  
10 not no risk"; true?

11 A True.

12 Q She didn't say any additional studies; true?

13 A True.

14 Q And she didn't say any other risk percentage,  
15 other than it is low risk but not no risk?

16 A True.

17 Q But no one can ever be said to be at no risk of  
18 a cardiac event; true?

19 A True. But cardiac event and dissection  
20 (indiscernible) -- I struggle to exchange the two words.  
21 He had a dilated aortic root that was at risk of  
22 dissecting or rupturing. So the risk we're looking at  
23 is specific here.

24 Q Isn't it true that everyone, even with a,  
25 quote, unquote, "normal-sized aorta," has some risk of

1 rupture or dissection?

2 A I'm not sure of that answer.

3 Q Okay. Isn't it true that everyone has some  
4 level of risk of a serious cardiac event, like a heart  
5 attack?

6 A I struggle to answer that question. We expect  
7 that for well, normal people, there is little risk.

8 Q What if someone suffers a trauma? They can  
9 have an aortic rupture; correct?

10 A Correct.

11 Q So there's external factors that could happen  
12 as well as internal factors, like family history; is  
13 that true?

14 A True.

15 Q Age would be a factor that would contribute?

16 A Sorry. Contribute to?

17 Q Sorry. Contribute -- age would increase -- the  
18 older you are, the more likely you are to have a  
19 dissection or rupture one day?

20 A Well, that depends on whether the person has  
21 background of connective tissue disease or even a  
22 background, dilated.

23 Q Right. I think you're referring to another  
24 risk. You're right. So a connective tissue disorder  
25 would also be another risk factor; true?

1 A True.

2 Q Mr. Snookal didn't have any connective tissue  
3 disorders or genetic disorders; true?

4 A Not that I know of.

5 Q Okay. I want to turn to Exhibit 39, page 7.  
6 This is turning, again, to what Dr. Aiwuyo wrote about  
7 Mr. Snookal. You can see on subpart 2, Dr. Aiwuyo  
8 writes, "In Escravos, unfortunately, we are only limited  
9 to initial stabilization and transfer of such high-risk  
10 CV complications if any occurs. In the unlikely event  
11 of any of the aforementioned complication, we may not be  
12 able to support."

13 Do you see where I'm reading from,  
14 Dr. Asekomeh?

15 A Yes.

16 Q It's true that many hospitals are not able to  
17 do anything but offer initial stabilization of a patient  
18 if a major cardiac event occurs; true?

19 A In Nigeria, very true.

20 Q Okay. So you're familiar that this is an issue  
21 in Nigeria.

22 But are you aware that that is also an issue in  
23 other places, as well?

24 A My practice is in Nigeria. So I'm aware of in  
25 Nigeria, true.



1 Q Okay. So you didn't consider whether this  
2 would also be true in Los Angeles?

3 A No, because that wasn't -- that wasn't -- that  
4 wasn't in the purview of determining whether he was fit  
5 to work in Escravos.

6 Q Did you consider what initial stabilization the  
7 medical team in Escravos would have been able to provide  
8 Mr. Snookal?

9 A So again, it depends on whether he was having a  
10 dissection or he was having the rupture. So when it  
11 says "initial stabilization," in Escravos, what you can  
12 do is set up IV fluid. I'm aware, even as of this time,  
13 that in Escravos, you cannot get blood. You cannot  
14 transfuse him. So --

15 Q Why would he need --

16 A -- again --

17 Q -- a blood transfusion, Dr. Asekomeh?

18 A If he had a ruptured aorta --

19 Q Okay.

20 A -- he would need a blood transfusion.

21 Q It's your testimony that you need a blood --  
22 you need to add blood if you have an aortic rupture?

23 A Yes.

24 Q Okay. All right. What about if someone has a  
25 dissection? Isn't it true that you're supposed to lower

1 their blood pressure so that they don't worsen the  
2 dissection?

3 A Again, I'm not a cardiologist. So...

4 Q Okay. Well, did you ask Dr. Aiwuyo to  
5 elaborate on what type of initial stabilization  
6 Mr. Snookal would potentially need if something -- in  
7 the unlikely event something catastrophic happened?

8 A It depends -- no. So this memo, in conjunction  
9 with the opinions of the other two cardiologists, was  
10 put in together. So the first thing is that we wanted  
11 to know whether we would have warning signs on which we  
12 could quickly extract him, and they had said those  
13 warning signs were this, this, and this. And  
14 oftentimes, when you have these complications, they  
15 happen fast, and it could even result in sudden death.

16 Q Okay. But you didn't ask Dr. Aiwuyo whether  
17 Mr. Snookal could be stabilized with blood pressure  
18 medication, like a pill or an IV; right?

19 A You -- as you mean, the complication is not a  
20 rupture. So the answer is no. But if he had a rupture,  
21 I know what initial stabilization he would need. You  
22 would need to support him with fluids and with blood --

23 Q Isn't it true --

24 A -- which we could not do at that time.

25 Q Isn't it true that in the extremely unlikely

1 Dr. Aiwuyo's e-mails dictate that in the likely event  
2 there was complication, managing him, stabilizing him in  
3 Escravos was just something (indiscernible) stabilize  
4 him. What that e-mail doesn't address is: So you  
5 stabilize him in Escravos, how soon can you get him out?  
6 Where are you taking him to? Those are variables that  
7 we didn't factor in.

8 Q Okay, Dr. Asekomeh, you're not answering my  
9 question, I'm sorry. And I have limited time here.

10 My question is: They never said to you, "We  
11 recommend Mr. Snookal not come to Escravos. It's too  
12 dangerous for him here," or anything like that?

13 A That's not -- no, ultimately, that decision is  
14 an organization head's decision -- the organization head  
15 team.

16 Q That's your decision --

17 A I was the organization decision.

18 Q It's your decision that you made after  
19 reviewing their e-mails; true?

20 A After I'm reviewing their -- their reviews of  
21 Mr. Khan's report, yes.

22 Q Okay.

23 A True.

24 Q All right. One final thing, I think,  
25 Dr. Asekomeh, if you could turn to 39, page seven. This

1 is still the e-mail from Dr. Aiwuyo to you that we've  
2 been discussing.

3 MS. FLECHSIG: Sorry, Exhibit 39, page seven,  
4 please.

5 BY MS. FLECHSIG:

6 Q I'm looking at the middle of this document  
7 here. I'm going to -- I think I can annotate it on my  
8 screen. No. That's okay. You'll see it.

9 It says, in the middle, "I made effort to  
10 search the MEP if there are clear-cut field guidelines  
11 for patient with aortic aneurysm. Unfortunately, I  
12 found none. What is established is that a patient with  
13 symptomatic aneurysm should not be allowed to work in an  
14 offshore location."

15 Am I reading that correctly?

16 A Correct.

17 Q The MEP, again, those are the guidelines that  
18 Chevron gives to you; true?

19 A As I said, the MEPs -- true, the MEPs, they  
20 work and assist the guidelines on work investigations,  
21 work protocols before you, when you do fitness for duty  
22 screenings.

23 Q Right.

24 A What it doesn't say is how to determine who is  
25 fit and not fit.

1 Q Thank you, Dr. Asekomeh.

2 A That is a medical decision.

3 Q Thank you for that. I want to move on to this.

4 So he says, "What's clear is a patient with  
5 symptomatic aneurysm should not be allowed to work in an  
6 offshore location." Am I reading that correctly,  
7 symptomatic, meaning someone who has symptoms; true?

8 A True.

9 Q But Mr. Snookal did not have symptoms; true?

10 A True.

11 MS. FLECHSIG: Those are all my questions for  
12 now. Thank you.

13 THE COURT: All right, Doctor, now we're going  
14 to have one of Chevron's lawyers ask you some questions.  
15 So give us a second to have him come up.

16 **CROSS-EXAMINATION**

17 BY MR. MUSSIG:

18 Q Good afternoon, Dr. Asekomeh.

19 A Good afternoon.

20 Q I know I think the jury is aware that you are a  
21 doctor. But I wanted to give you an opportunity to  
22 describe your -- your educational background.

23 A Okay. So I graduated from medical school at  
24 the University of Ibadan medical school here in Nigeria  
25 in 1997. Thereafter, I went on -- on residency

1 the history is sent to the team on ground to look at  
2 those results and make sure they are complete and make a  
3 determination whether they're fit to come work in  
4 Nigeria or not.

5 Q Why does the team on the ground get to make  
6 that determination?

7 A Okay. The reason is that the team on ground  
8 will have to determine if there is background with that  
9 condition, whether that person will be able to work here  
10 in times of complications or if there was need for --  
11 need for medical care while on ground in Nigeria. So  
12 the team on ground in Nigeria really knows what is  
13 available in what location.

14 Q And I think we all know -- so Mr. Snookal was  
15 deemed not fit for duty to work in Escravos, deemed fit  
16 for duty to work in Lagos; correct?

17 A Correct.

18 Q And who made that decision?

19 A The team on ground made the decision. I made  
20 the decision as the occupational head physician on  
21 ground that day.

22 Q And I know you've touched on this, but why was  
23 Mr. Snookal not deemed -- deemed not fit for duty in  
24 Escravos?

25 A So, again, the facilities are available in

1 Escravos. In Escravos, as I said, there are basic  
2 medical things we do, not necessarily complex cases.  
3 That's the primary reason.

4 And if you take it for that, as of that time,  
5 whenever there are cases -- difficult cases in Escravos  
6 that needs to be taken out for further care, we'll then  
7 be medevac to Warri almost 90 percent of the time or  
8 very, very legal. And in Warri, we have a  
9 hospital where I'm presently at that has suddenly to get  
10 at a facility and without -- more manpower on ground.  
11 So, like, in the Warri hospital, we have a tier that --  
12 with all the facilities for X-ray and all of that.

13 Okay. If you also look at it, if there was a  
14 rupture or a dissection in case of Mr. Snookal, it was  
15 going to require not any doctor, where it was going to  
16 require cardiothoracic surgeon. Even as a doctor and  
17 even though we have a cardiothoracic surgeon here in  
18 Warri, that cardiothoracic surgeon will have to be  
19 brought in from Benin, which is another, like, one hour  
20 and half hour away from Warri itself or brought in from  
21 Lagos, which is like two -- two hours -- one hour, two  
22 hours by flight from Lagos to Warri. So outside the  
23 facilities, the manpower was the strong issue too.

24 Q What would have to happen to evacuate someone  
25 from Escravos to Warri?

1 Limited. It's also called Nigerian Mid-Africa's  
2 business unit. The cardiologist will just manage to  
3 see those ready -- cardiologists who will then provide  
4 in-service for this business you need.

5 Q Okay. And this document is titled "Summary of  
6 Cardiology Opinions." It is a two-page document. We're  
7 looking at page 1. I'm going to show you page 2. And  
8 my question is going to be: Does this accurately  
9 summarize the cardiology opinions that you received?

10 A Yes.

11 MR. MUSSIG: I should have added this document,  
12 Your Honor, was stipulated to.

13 THE COURT: Yes, I saw. It's admitted.

14 BY MR. MUSSIG:

15 Q You were asked -- we can take the document  
16 down.

17 Dr. Asekomeh, you were asked a question about  
18 published studies, and I think you talked a little bit  
19 about that. Did you or any of the cardiologist involved  
20 in this process review any published studies as part of  
21 this process?

22 A Yes. There is a link from Dr. Aiwuyo that  
23 address the Canadian journal.

24 Q And Dr. Aiwuyo is the doctor in Escravos?

25 A Cardiologist who was then in Escravos.



1 Q Okay. You were asked some other questions  
2 about Mr. Snookal's treating cardiologist here in  
3 Los Angeles, including the fact that he would have  
4 cleared Mr. Snookal to work in Nigeria. Did that factor  
5 into your decision?

6 A No.

7 Q Why not?

8 A The reason is even the -- the work in Nigeria,  
9 it is -- Nigeria is a big country. We -- as a doctor on  
10 ground and the cardiologist on ground, they knew already  
11 that the facility in Lagos is totally different that is  
12 what is available from Warri to Escravos. The mere fact  
13 that we don't have a cardiologist in Escravos speaks for  
14 the fact that that is already a country like Nigeria.  
15 Escravos is a place that is removed where you have no  
16 facilities on ground.

17 I also shared about the cardiothoracic surgeon.  
18 In the whole of -- even if you are able to bring him out  
19 to Warri, the nearest cardiothoracic surgeon we have is  
20 in another town -- another town called Benin City. We  
21 have no cardiothoracic surgeon even in Warri. So based  
22 on the facilities on ground and the ability to manage if  
23 there is any complication, Escravos was and no-no that  
24 is why the conclusion was work in Lagos.

25 Q And you also testified, I believe, that you

1 missing test, we contact the U.S. team and U.S. team  
2 would then contact him.

3 Q But did you think that was necessary in this  
4 case?

5 A No, it wasn't necessary.

6 Q And you testified that the work history wasn't  
7 relevant to your decision. Why not?

8 A It wasn't. The decision was if he had a  
9 medical condition, the medical condition had a risk of  
10 having complication. It was coming to work in a  
11 location where we could not handle that complication.  
12 So it was mainly the professional and moral obligation  
13 of if something happens to him knowing he has this  
14 condition and we make this condition knowing that we  
15 don't have the facilities to manage him on ground. So  
16 the moral obligation was to put him in a place where we  
17 could help him and that was Lagos.

18 Q Did you say there was a moral obligation?

19 A Definitely. When you take these decisions,  
20 they are difficult decisions to take. And you are  
21 looking at a human life at stake here. So he had a  
22 condition where if he had a rupture in this type of  
23 location, in a -- in a country where the medical  
24 facilities are not that developed -- and not only was it  
25 not developed, he was now going to a very remote

1 location in that country. That was double -- double  
2 problematic for providing help if he needed that help.

3 Q Last question, Dr. Asekomeh: As you sit here  
4 today, do you believe you made the right decision?

5 A Definitely, we made the right decision. The  
6 decision is to ensure that when we are aware there's a  
7 risk, no matter how low it is, we make the decision to  
8 protect life. And so that was why that decision was  
9 made.

10 MR. MUSSIG: No further questions.

11 THE COURT: Any re-cross?

12 MS. FLECHSIG: I just have one very brief,  
13 thing.

14 **REDIRECT EXAMINATION**

15 BY MS. FLECHSIG:

16 Q Dr. Asekomeh, you made a point that I was very  
17 confused by. Are you saying that you were also  
18 concerned about Mr. Snookal being a harm to others if he  
19 had an aortic rupture?

20 A That is a possibility, yes.

21 Q Isn't it true that at your deposition, you  
22 couldn't think of a single example, except if he fell on  
23 someone else while the aortic rupture happened to  
24 happen?

25 A So that was an example I cited. The background

1 to that was I said even this was a office-based job, he  
2 still has to go out and occasionally see things for  
3 himself.

4 Q But you didn't know -- you didn't know what his  
5 job duties were at the time, did you?

6 A I cited an example of him boarding a chopper --  
7 boarding a chopper or boarding a chopper to come out of  
8 Escravos. That was a specific example I cited, yes.

9 Q So your only concern is if in the unlikely  
10 event, he has an aortic rupture while he's mounting a  
11 helicopter and then he falls onto someone else?

12 A I gave that example in the deposition and said  
13 the bulk of this decision, 90 percent, 95 percent, was  
14 thinking on the fact that if he had a rupture or a  
15 dissection, we would not be able to help him in that  
16 location. But --

17 Q You never documented any concern about safety  
18 to others? Whoops.

19 A In the deposition, I said, well, if we're  
20 looking at situations, now, that was a possibility.

21 Q Okay. But the examples you can think of are  
22 him falling onto someone else; true?

23 A That was the example I gave, yes.

24 MS. FLECHSIG: Okay. No further questions.

25 Thank you for your time today, Dr. Asekomeh.

1 the reliability engineering manager position, was an  
2 office-based job with just mild to light lifting  
3 activities; correct?

4 A The -- from what I understand, the -- there are  
5 some lifting and climbing activities related to that  
6 job. Yes, I said that. And in the initial job he was  
7 applying for, he was trying to get, was that job in  
8 Escravos; correct.

9 Q And your testimony was that the job was an  
10 office-based job with just mild to light lifting  
11 activities; is that correct?

12 A I don't recall that it was mild or -- or light  
13 lifting. I know the job has some physical  
14 responsibilities associated with it, and it's deemed  
15 safety sensitive.

16 Q Dr. Levy, you recall that I took your  
17 deposition last year, August 30th, 2024?

18 A I do, yes.

19 MS. LEAL: Counsel, line -- sorry, page 75,  
20 line 16 through page 76, line 2. Do you have that,  
21 Your Honor?

22 THE COURT: Go ahead.

23 BY MS. LEAL:

24 Q Question: "So was there anything about the  
25 actual job that Mr. Snookal would have been performing

1 in Escravos that would increase the risk of an adverse  
2 outcome to him?"

3 You said, "So I believe that Mr. Snookal was --  
4 his proposed job in Nigeria was an office-based job with  
5 just mild to light lifting activities. I don't think  
6 it was significant" -- or "I don't think it's  
7 significant. I don't think it's of -- sorry, let me  
8 start over. I don't think that his condition would have  
9 been an issue for his proposed role, had it not been for  
10 the location."

11 Do you recall that testimony?"

12 A I do, correct.

13 Q And was that testimony accurate at the time?

14 A Yes, I think it was accurate at the time.

15 Q Thank you. I will show you another  
16 document.

17 MS. LEAL: It's a document, Your Honor,  
18 Exhibit 5, which has also been stipulated to admission.

19 THE COURT: Go ahead.

20 BY MS. LEAL:

21 Q Do you see that document before you, Dr. Levy?

22 A Yes, I do.

23 Q And I assume you're familiar with this form?  
24 It's called "Physical Requirements and Working  
25 Conditions GO-308." I assume that's the form number?

1 A It is. I am -- I am familiar with it, yeah,  
2 correct.

3 Q Okay. And you'll see at the top --

4 MS. LEAL: Can you highlight that, please.

5 BY MS. LEAL:

6 Q Very top, it says "category," "GO-306 category:  
7 Office-based job." This is accurate; correct?

8 A That is correct.

9 Q Okay. Now, Dr. Levy, isn't it true that  
10 Dr. Arenyeka -- Paul Arenyeka advised you that  
11 Mr. Sobel [sic] was deemed not fit for assignment in  
12 Escravos because of the location?

13 A He -- he was not deemed fit for Escravos  
14 because of his risk of having an event --

15 Q What I asked you is accurate, Dr. Levy?

16 A It was because of the location; correct.

17 Q Okay. Thank you. Let me show you another  
18 document --

19 MS. LEAL: Which I believe has already been  
20 admitted, Exhibit 63.

21 THE COURT: Yes, go ahead.

22 BY MS. LEAL:

23 Q And you've seen this e-mail string before  
24 today, right, Dr. Levy?

25 A I have.

1 said, Dr. Arenyeka still did not agree with you,  
2 correct, when he decided to maintain the restriction for  
3 Mr. Snookal?

4 A That is correct.

5 Q As the EEMEA regional medical manager, which  
6 you held in 2019, you deferred to what these doctors in  
7 Nigeria -- I think you called them the embedded medical  
8 team -- ultimately determined; correct?

9 A That is correct.

10 Q Now, at some point, Dr. Levy, you learn that  
11 Mr. Snookal can contacted Andrew Powers, as a human  
12 resources person, about the fact that he believed that  
13 he was being discriminated against because of a  
14 disability; correct?

15 A Correct.

16 Q And you learned from Mr. Powers that  
17 Mr. Snookal just wanted something in writing explaining  
18 why he was not being allowed to go to Escravos; correct?

19 A Correct.

20 Q And you provided that explanation to  
21 Mr. Snookal?

22 A I did.

23 Q If we can, look at Exhibit 88.

24 MS. LEAL: And, Your Honor, this is another one  
25 that has been stipulated, with admissibility.



1 hours before a medical evacuation plane was ready to  
2 pick up the individual; correct?

3 A Correct.

4 Q So to speed up the evacuation process time in  
5 Kazakhstan, you -- or Chevron was able to purchase your  
6 own plane and outfit it with medical emergency  
7 equipment; correct?

8 A It is correct.

9 Q What was that cost of that plane?

10 MR. MUSSIG: Relevance, Your Honor.

11 THE COURT: Overruled.

12 THE WITNESS: I'm not sure, to be honest with  
13 you. I don't know how much a plane costs.

14 BY MS. LEAL:

15 Q A lot of money, I would imagine?

16 A No question.

17 Q Has a similar plane been purchased to speed up  
18 the evacuation time for employees working in Escravos;  
19 yes or no?

20 A No.

21 Q Now, during your term as the EEMEA regional  
22 medical manager, you managed approximately 300  
23 evacuations of employees, dependents per year, at least  
24 according to the exhibit we saw yesterday, your CV,  
25 Exhibit 137; is that correct?

1 A That's correct.

2 Q And of the approximately 300 evacuations per  
3 year, they were extracted by ground transport,  
4 helicopter, air ambulance, ship, commercial airlines;  
5 correct?

6 A That is correct.

7 Q So as the EEMEA regional medical manager  
8 between 2018 and 2024, you were kept informed of  
9 medevacs from Escravos; correct?

10 A I was, yes.

11 Q Okay. So let's turn to Exhibit 7.

12 MS. LEAL: And, Your Honor, again, this is  
13 another exhibit where the parties have stipulated to  
14 admissibility.

15 THE COURT: Let me stop and explain that to the  
16 jury.

17 You may be wondering about that portion of the  
18 back and forth. The parties have agreed that various  
19 exhibits are -- can be admitted into evidence, and that  
20 is what you're seeing on the screen, as well. You're  
21 entitled to consider those, and you will have copies of  
22 those exhibits brought back to you when you deliberate.

23 Go ahead.

24 MS. LEAL: Thank you, Your Honor.

25 BY MS. LEAL:

1 Q So this document, it is a little hard to read,  
2 but this document was produced by Chevron, of course,  
3 and it is a list of medevac evacuations -- or med  
4 evacuations from Escravos from 2017 through 2022.

5 Do you see that?

6 A Yes.

7 Q Okay. So just focusing on the years -- and you  
8 can see the years -- the years when you were responsible  
9 for Escravos, 2018, '19, 2021 and '22.

10 I see -- and correct me if I'm wrong -- that in  
11 2018, there were 20 medevacs; in 2019, there were 31  
12 medevacs; in 2020, there were 17; in 2021, there were  
13 19; and in 2022, there were 20. So I went through, and  
14 I counted them. If you don't trust me, you're welcome  
15 to do that on the exhibit, Dr. Levy.

16 A I have no reason to question that.

17 Q Thank you.

18 So if my math is correct, there were a total of  
19 107 medevacs from Escravos for varying medical reasons;  
20 correct?

21 A Correct.

22 Q Including cardiac, coronary, and heart issues;  
23 correct?

24 A That is correct.

25 Q And because these people were already in

1 does not presently interfere with his ability to perform  
2 the job?

3 MR. MUSSIG: Objection; calls for a legal  
4 conclusion.

5 THE COURT: All right. I'm going to overrule  
6 it, but I'm going to just explain to the jurors that  
7 counsel -- neither counsel can state what the law is. I  
8 have to instruct you on that at the end. But -- so to  
9 the extent a question may have -- may relate to the law,  
10 it's what was said or what wasn't said, that can be  
11 answered. But don't take from the question -- the  
12 question itself that a principle of law is correct or  
13 incorrect.

14 Okay. So yes, you can answer the question,  
15 Doctor. Were you -- essentially, were -- did someone  
16 from Chevron ever say that to you -- to your knowledge?

17 THE WITNESS: I don't understand the question  
18 completely. And I can explain. Different jobs have  
19 certain criteria for allowing or considering someone to  
20 be fit. Like pilots, pilots can't function with certain  
21 medical conditions, lots of them. You are allowed to  
22 disqualify them if they can't -- same thing for a  
23 driver, same thing for police and fire fighters.

24 This is a safety-sensitive job working with  
25 hydrocarbons, heat, fire. And a person has essentially

1 a time bomb in their chest with a 2 percent risk of it  
2 going off at any time. There is significant risks  
3 that's here. And so I don't see that as -- I don't see  
4 the company has no ability to make a decision on that  
5 person hurting themselves, others, or the community.  
6 So -- so I don't understand the -- the answer to the --

7 BY MS. LEAL:

8 Q Let me see if I can clear it up. And I  
9 apologize. It may have just been me.

10 So did anyone at Chevron, including human  
11 resources, tell you that the employer can't say, "We're  
12 not discriminating. We're not discriminating based on  
13 disability. Because of a potential future risk,  
14 something might happen to them." If the employee today  
15 can perform the job, they can't discriminate. Did you  
16 understand that?

17 A I -- I understand what you're saying.

18 Q Answer my question: If the employee can  
19 perform the job today, can the employer deny a position  
20 to the employee, yes or no?

21 MR. MUSSIG: That calls for a legal conclusion.

22 THE COURT: Sustained.

23 BY MS. LEAL:

24 Q So I don't think I got an answer to my  
25 question, however, because it wasn't very clear

1 decision on this case for sure.

2 BY MR. MUSSIG:

3 Q And you mentioned that late night medical  
4 evacuations are dangerous. Dangerous to who?

5 A Dangerous to the pilot, dangerous to the staff,  
6 dangerous to the patient. So it's landing at night.  
7 That's the issue. That -- no visibility whatsoever.  
8 The same issues happen if we have sand storms in the  
9 daytime. We have them at night as well. But the night  
10 evacuation is much more dangerous and unsafe for a lot  
11 of different reasons.

12 Q And have you ever -- you testified that in your  
13 position in 2019 you were based in London; right?

14 A Correct.

15 Q And as part of your job did you ever travel to  
16 Escravos?

17 A Many times. I can't tell you exactly how many  
18 times I've been there, but I was looking at this  
19 yesterday trying to count all my trips, somewhere  
20 between eight to 15 trips to Nigeria and six to eight at  
21 least to Escravos.

22 Q What is travel to Escravos entail?

23 A So it depends on where you're coming from --

24 THE COURT: Counsel, you've gone through all  
25 this before, so please move on.

1 percent or 1 in 50 chance of it happening is -- that's  
2 really the situation that -- that the team and we need  
3 to be aware of.

4 Q And how did you interpret this 2 percent?

5 A It's significant. It's significant as far as a  
6 fitness for duty decision.

7 Q What -- go ahead.

8 A Generally, the criteria for -- for most fitness  
9 for duty decisions in safety sensitive workers are about  
10 1 percent, 1 percent or less: pilots, drivers,  
11 nuclear -- railroad employees, nuclear regulatory  
12 agencies. So 2 percent is significant.

13 Q And did you have any reason to doubt Dr. Khan's  
14 assessment of the risk?

15 A Dr. Khan is his treating medical provider with  
16 all of his records. The studies he's quoting are  
17 reasonable to me. There's no reason for me to have  
18 questioned the expert -- not -- not like this. And so I  
19 thought that was fair.

20 Q And so did you move forward with an assumption  
21 that the risk here was 2 percent or in that range?

22 A Yeah. So -- and I can tell you that studies  
23 are one -- with research -- medical research, medical  
24 literature, you need to read lots and lots of studies.  
25 The one -- there's -- these things happen all the time.

1 we have an issue and clearance on one of his -- on one  
2 of his employees may not happen.

3 Q You say in the e-mail to him -- you introduce  
4 yourself. And you say -- in the second sentence of your  
5 e-mail, you say, "In short, he can be cleared to work in  
6 Lagos and not Escravos. Is there any chance this  
7 position can be moved?"

8 Why were you reaching out to Mr. Mirabueno?

9 A At that time, I thought he was the person to  
10 ask about negotiating with the business to decide --  
11 negotiating with NMA, the Nigeria mid-Africa business  
12 unit, on whether this position can be moved. We  
13 thought -- Dr. Arenyeka and myself and, I believe,  
14 Dr. Frangos in the past had this conversation about --  
15 about whether we can support Mr. Snookal in Lagos, and  
16 they said, "We can. We'll try." It was still risky,  
17 but they were willing to take him in Lagos if the job  
18 owner thought that made sense or was possible for him to  
19 work out of Lagos.

20 Q What do you mean by "the job owner"?

21 A So it appears to me, based on all of these  
22 discussions, that his position was in Escravos in an  
23 office managing a team. So the question was: If being  
24 in Escravos was the problem, why can't he work in an  
25 office in Lagos and manage his team remotely with trips



1 back and forth, potentially, to minimize his time in  
2 Escravos? So -- so accommodating -- trying to  
3 accommodate the issue.

4 Q Okay. And then Mr. -- going on page 2 of the  
5 exhibit, Mr. Mirabueno responds to you. He says, "Hi  
6 Scott, it would be best to seek advice from Amaka, the  
7 host HRBP." Do you see that?

8 A Yes.

9 Q It is about two-third of the way down the page.  
10 What is HRBP?

11 A Human resources business partner. So I think  
12 Amaka was the local Nigeria HR person, but I don't  
13 remember. It's been a long time. Sorry.

14 Q Okay. And then he asks Amaka -- it says,  
15 "Kindly advise on Scott's inquiry below." And then we  
16 see above that, there is an e-mail from Amaka, and he  
17 e-mails a person named Ciji (phonetic).

18 And do you see that e-mail?

19 A I do.

20 Q And so it essentially asks, "Can this job be  
21 moved?" Right?

22 A Correct.

23 Q And if we look at the first page of the  
24 document, what was the ultimate response?

25 A Well, the ultimate response, that this position

1 what do you mean by that?

2 A So his -- that's a good -- so his job was,  
3 again, maintaining and -- and fixing issues at the  
4 plant, so correcting problems, so spills into the --  
5 into the river, pollution into the air can cause  
6 accidents, potentially. Again, this is all natural gas,  
7 and heat and pressure explosions happen. We've had  
8 these before. I've had two fires in the last three  
9 months in -- in different locations. And so failure of  
10 him to be able to do his job or to manage his team has  
11 potential consequences.

12 Q And if we go to the next paragraph, fourth  
13 sentence down, it starts, "While reasonable  
14 professionals can debate." Do you see that language?  
15 It is the fourth sentence down. It's the fifth line  
16 down. It says, "While reasonable professionals" --

17 A Yes.

18 Q -- "can debate the exact percentage, we're  
19 dealing with an established risk that is several  
20 magnitudes higher than the baseline, and it is a  
21 realistic possibility."

22 Is it common for medical professionals to  
23 disagree about things like the exact percentage?

24 A Absolutely, absolutely. And it is possible to  
25 have differing data to some degree. It may be people

1 with different techniques on how they fix something.  
2 The key is mostly trying to understand what this  
3 person's underlying risk factors are and then put them  
4 into -- get them based on studies that had that specific  
5 individual's situation in the studies. And then it  
6 takes repeatable results and things like that.

7 So yeah, it is normal to have some did debate  
8 on the exact percentage, but from a safety  
9 perspective -- or really, it's -- whether it's zero or  
10 1.9 or 2.5 or -.4, it is still pretty high, and that was  
11 the issue we had. If we -- I would say one percent is a  
12 typical standard that we use for -- for the  
13 transportation industry and others for safety-sensitive  
14 position and -- positions, and Mr. Snookal's risk at  
15 that moment was -- was close to 2. And then as we age,  
16 the size of the aorta typically grows slightly, and so  
17 there was no reason for us to think that the aorta was  
18 going to get smaller with time. It's just the 2 percent  
19 risk today with potential for it to rise over an unknown  
20 period of time.

21 Q Okay. And while there may be a debate about  
22 percentages, is it fair to say that ultimately, Chevron  
23 had to make a decision?

24 A Absolutely. I think there is -- we -- we used  
25 information available to us, and we used a treating

1 A Yes.

2 Q And what types of services did you perform for  
3 Chevron?

4 A It would be medical evaluations for their  
5 employees for work assignments.

6 Q What types of work assignments?

7 A Usually abroad.

8 Q To other countries?

9 A In other countries.

10 Q And those were what are called expat  
11 assignments?

12 A Exactly.

13 Q Okay. And how long did you provide those types  
14 of services for Chevron?

15 A Probably over a period of a decade, I presume.

16 Q Okay. And would you tell us what's entailed in  
17 performing a fitness for duty, as you said you did for  
18 Chevron?

19 A So beforehand, Chevron would submit detailed  
20 documents that the employee would fill out and certain  
21 requirements they would have for travel and work abroad.

22 Q Okay.

23 A And they would find the individual to see me.

24 Q Okay. And when you performed these fitness for  
25 duty evaluations or examinations for these employees,

1 who paid for your services?

2 A Chevron.

3 Q Okay. And when an employee appeared at your  
4 office at Cedars-Sinai in order to be evaluated, did  
5 they provide you with any particular document?

6 A Nothing that wasn't already submitted through  
7 Chevron.

8 Q Okay. Are you familiar with the form -- and I  
9 know it's been a number of years -- but people call it  
10 the MSEA, or the medical evalua- -- medical -- medical  
11 suitability for expatriate assignment and physical  
12 examination form?

13 A Yes, I am.

14 Q Okay. So let's put up Exhibit Number 29.

15 MS. LEAL: And this is a document already  
16 stipulated, Your Honor.

17 THE COURT: Go ahead.

18 THE WITNESS: Where would I see that? Oh.

19 THE COURT: You'll see it on the screen. If  
20 you want to refer it in the binders, we can direct you  
21 to that, if you prefer.

22 THE WITNESS: Okay. I have it here. That's  
23 fine.

24 BY MS. LEAL:

25 Q There is a binder there in front of you also.

1 A That I -- that was my impression, yes.

2 Q Okay. All right. Would you read number 2,  
3 please?

4 A "He has a history of dilated aortic root,  
5 followed by cardiology. Ongoing studies, yearly echo  
6 versus CT of his chest. He's stable on his  
7 medications."

8 Q So what did you mean by "ongoing studies"?

9 A So he has a known finding of a dilated aortic  
10 root. That's the main artery that comes out of the  
11 heart, and he's followed by cardiologist to make sure  
12 there's no sudden increase in size of the aortic root  
13 because that would require a more urgent evaluation. I  
14 don't know how long he's known this or how long he's  
15 been followed by the cardiologist. But he noted in his  
16 paperwork that he is being followed by the cardiologist.

17 Q Okay. And you found that to be unremarkable at  
18 the time?

19 A Well, it's not that it's unremarkable. It's a  
20 finding, whether it's remarkable. Needs an ongoing  
21 cardiac evaluation on a yearly basis.

22 Q Okay. And the reason I asked if you believe  
23 that it was unremarkable, because you'll recall that I  
24 took your deposition a year ago, I think?

25 A I don't recall. But I don't think I would have

1 said "unremarkable," or didn't intend to, because it is  
2 a finding.

3 Q Okay.

4 A It may not be anything significant, but it is a  
5 known finding --

6 Q Right.

7 A -- on his exam.

8 Q Right. Okay. And you also said here, "yearly  
9 echo versus CT." What did you mean by that?

10 A Well, I believe he either gets an  
11 echocardiogram by the cardiologist or they order a CAT  
12 scan of his chest to look at the blood vessels around  
13 that area, either one.

14 Q And that is something that you would have  
15 recommended that Mr. Snookal do or continue to do if he  
16 was already doing it?

17 A He's already doing it, and his cardiologist is  
18 the one who's supervising this ongoing surveillance.

19 Q Okay, good. Thank you.

20 And then the last handwriting there says,  
21 "Stable on meds." What did you mean by that?

22 A So his blood pressure is controlled.

23 Q Okay.

24 A And he's been on this -- those medications that  
25 he listed in his list.

1 Q Okay. All right. And if you go down -- let's  
2 see -- to -- it's too small for me to read, but the next  
3 box --

4 A Uh-huh.

5 Q -- there is, on left side, a letter B?

6 A Uh-huh, yes.

7 Q It says, "Fit for duty with restrictions."

8 Did you mark that X?

9 A Yes.

10 Q Okay. And there's some writing on right side.  
11 Would you please read that for us?

12 A Sure. "No heavy lifting greater than  
13 50 pounds. Needs review. Recommend letter from  
14 cardiologist to clear him."

15 Q Okay. And why did you write "No heavy lifting  
16 beyond or above 50 pounds"?

17 A Oh, because of the aortic root being dilated,  
18 if you exert a high lift load, you tend to hold your  
19 breath, you raise your blood pressure, and that could  
20 potentially over time cause your aortic root to dilate  
21 further.

22 Q Okay. And why did you impose these  
23 restrictions? Any other reason?

24 A No. Basically, because of those findings.

25 Q Okay. And then you also say, "Needs" -- I



1 think you said, [As read]: "Needs review of  
2 recommendation letter"?

3 A Yes.

4 Q And do you know if Mr. Snookal actually got  
5 that recommendation letter from his cardiologist?

6 A I don't know.

7 Q Okay. So after seeing Mr. Snookal, what was  
8 the next thing you did with this MSEA form?

9 A That is faxed over to the Chevron health  
10 assessment department, which I believe is in Houston.

11 THE COURT: If you can, bring the microphone  
12 over.

13 THE WITNESS: Yes. I'm sorry.

14 BY MS. LEAL:

15 Q You said you faxed it over?

16 A That's usually the protocol, is to fax over all  
17 the documents completed to the Chevron health department  
18 to review my recommendations, and that was, I believe,  
19 in Houston.

20 Q Okay. And were you concerned at all about  
21 Mr. Snookal having high blood pressure or taking these  
22 blood pressure medications?

23 A No. That's the standard of care, and he was  
24 controlled on his current medications.

25 Q Okay. So after you did the physical evaluation

1 A Yes, I am.

2 Q Okay. And when were you first hired by  
3 Chevron?

4 A The first time I was hired in 2007. Before  
5 then that, I worked for a joint venture that Chevron  
6 have with Conoco down in Minnesota for another seven  
7 years.

8 Q A joint venture?

9 A Yes.

10 Q And where was that?

11 A In Venezuela.

12 Q In Venezuela?

13 A Yeah.

14 Q Okay. And how long were you employed with the  
15 Chevron joint venture in Venezuela?

16 A Seven years.

17 Q So you've been employed with Chevron -- just  
18 Chevron, not a joint venture since 2007; correct?

19 A Yes.

20 THE COURT: Wait. Let me just give the  
21 instruction. Please wait until the question is finished  
22 and then pause because we can't get a record if -- if  
23 you speak over each other.

24 THE WITNESS: Thank you.

25 THE COURT: All right. Thank you. Go ahead,

1 Counsel.

2 MS. LEAL: Thank you, Your Honor.

3 BY MS. LEAL:

4 Q So you've been with Chevron now about 18 years;  
5 correct?

6 A Yes.

7 Q Okay. How old are you?

8 A 60.

9 Q And what is your current position with Chevron?

10 A Reliability engineering manager.

11 Q Reliability engineering manager?

12 A In the facility EGTL, Escravos Gas-to-Liquid.

13 Q Okay. So EGTL means Escravos Gas-to-Liquid  
14 facility?

15 A Yes.

16 Q That's where you're working, okay.

17 And were you offered this REM position in  
18 Escravos in October of 2020?

19 A Yes.

20 Q And when you were offered this position in  
21 Escravos, did Chevron tell you what the duration would  
22 be? In other words, how many years or how long you  
23 would be in Escravos?

24 A Yes.

25 Q What did they say?

1 A They offered say 3 to 4 years -- the offer  
2 letter.

3 Q And how long have you actually now been in  
4 Escravos?

5 A Four years and three or four months.

6 Q So you're going on your fifth year in Escravos?

7 A Yes.

8 Q Okay. And how is it that you went from an  
9 offer of 3 to 4 years in Escravos to now going almost  
10 five years? What did you have to do?

11 A Okay. Actually, I was already informed that I  
12 would both move of any other people that original of the  
13 four years. However, Chevron has a transformation now  
14 in the organization. That means it is going to be  
15 complete next month, and they put on hold all the  
16 changes.

17 Q Okay. So there was a transformation -- if I  
18 understood, there is a transformation and as a result of  
19 that transformation, you continued as the REM in  
20 Escravos?

21 A Yes.

22 Q Okay. So you've been in Escravos since when?  
23 Late 2020, early '21?

24 A Yeah, 2021.

25 Q Early 2021, thank you. Now, I understand that

1 Chevron has what are called PSGs, or pay salary grades?

2 A Yes.

3 Q You understand that?

4 A Yes.

5 Q And at the time that you were given the offer  
6 in October of 2020 to be the REM in Escravos, what  
7 PSG -- what pay grade were you offered?

8 A 35 -- actually, 30. The position is 24, place  
9 and my -- my PSG at that time was 25.

10 Q Okay. So you were offered a 24 in October of  
11 2020, and you're currently a 25?

12 A Yes.

13 Q And when did you become a 25?

14 A No, I -- as I said, the offer was 24 because  
15 the position is blocked for 24. It is a place position.  
16 I was already 25 when I got that position.

17 Q I see. So when they offered you the position  
18 in October of 2020, you were a 25, but they gave you a  
19 24?

20 A Yes.

21 Q Yes?

22 A Yes.

23 Q Okay. As a result of that, did you lose any  
24 money?

25 A No, I didn't lose any benefit.

1 Q So they kept you at your same salary?

2 A Yes.

3 Q Okay. Now, is it correct that because you're  
4 in Escravos, that you receive what is called a location  
5 premium -- a 55 percent on top of your salary.

6 A Yes. Basically, due to the risk of the site.

7 Q Due to the site, yes.

8 And during the time since October 2020, when  
9 you're offered the position, you were offered position  
10 as a rotator; correct?

11 A Yes.

12 Q And my understanding is that a rotator means  
13 you worked for 28 days in Escravos and then you come  
14 home for 28 days. And you don't work, or you do  
15 whatever it is you want to do during those 28 days;  
16 correct?

17 A It is supposed to be like that.

18 Q Okay.

19 A In many opportunities, you need to continue  
20 supporting the facility from home for a specific task.

21 Q If someone comes up, then you should --

22 A Yes.

23 Q -- respond to Chevron, you're saying?

24 A Yes.

25 Q Okay. But in essence, you really only work six

1 months out of the year?

2 A Yes.

3 Q Okay.

4 A Actually, the way that it has been explained,  
5 even to our -- is that because we work there 12 hours a  
6 day for 28 days, you are actually working the double of  
7 time -- total of time is really one year work.

8 Q Because?

9 A Focus on six months.

10 Q So what I'm understanding you is when you're in  
11 Escravos, you don't really have a whole lot of time off  
12 because all you're doing is working?

13 A Well, Monday through Sunday, 12 hours a day.

14 Q So --

15 A And you also have to be available at night.

16 Q If need be?

17 A If needed, yes.

18 Q Okay. When you're in Escravos you don't have  
19 to pay rent, utilities, groceries, anything like that;  
20 correct?

21 A Officially not. Commonly, we just take what we  
22 ask whatever we with think we may need there.

23 Q So they provide you all of the necessities for  
24 living in Escravos during that period of time; correct?

25 A Yes.

1 Q And Chevron also pays all your transportation  
2 costs to and from Escravos; correct?

3 A Yes.

4 Q Okay. Now, even though you're an expat working  
5 in Escravos, you continue with your same pay from  
6 Chevron U.S.A.; correct?

7 A Yes, U.S. employee.

8 Q And tell me if this statement that I'll read is  
9 correct: The EGTL reliability engineering manager  
10 reports to the EGTL technical manager position located  
11 in Escravos, Nigeria?

12 A Yes.

13 Q And who is the -- who was the EGTL technical  
14 manager in October of 2020?

15 A The -- because it is also rotated position, in  
16 2020, it was Syed -- Sye? I don't remember the name --  
17 and Christopher Jergovic.

18 Q Syed and Christopher?

19 A Christopher Jergovic and Syed -- I don't  
20 remember the last name of Syed.

21 Q Okay. All right. And I'm going to read you  
22 something else, and let me know if this is also  
23 accurate: The position is responsible for managing a  
24 multidiscipline team of about 20 engineers and  
25 technicians in the areas of rotating equipment,



1 BY MS. LEAL:

2 Q So before you, Mr. Malpica, is a document  
3 produced to us by Chevron, and it's titled "Escravos  
4 Fatalities, 2017 through 2022." And I understand you  
5 weren't there the entire period of time. But if you  
6 look down to 2020, when you were there, and then  
7 continue -- so there's 2020, 2021, 2022 -- in 2020,  
8 there were two deaths. In 2021, there were three  
9 deaths. 2022, there were seven deaths. Do you see  
10 that? So a total of 12 deaths in a three-year period.  
11 You never heard of any death during the time --

12 A Can I give you a short comment back to this? I  
13 see that you are referring to another facility. Because  
14 some of them are referring to the barge or to the boat,  
15 it is a different facility. In Escravos, we have  
16 actually two different facilities. Their onshore  
17 facility is Escravos Gas-to-Liquid, and you also have  
18 the facilities supporting offshore. And as I see  
19 here --

20 Q What?

21 A -- at least one of them are now referring to  
22 offshore -- to another facility that is also belong to  
23 Chevron, but Chevron is not agent there.

24 Q So in Escravos, there are two facilities,  
25 you're saying. One is onshore and one is offshore?

1 A Supporting offshore.

2 Q And where did you work?

3 A Onshore, EGTL, gas-to-liquid plant.

4 Q Onshore, okay.

5 And do you know if these offshore employees,  
6 whom you believe may also be included here on Exhibit 8,  
7 if they also -- if they -- if they're sick or ill or in  
8 an accident, if they also have to be transported away  
9 from Escravos?

10 A I'm actually not aware, but I think that  
11 they're -- they need to be done, then they will be  
12 admitted back. But I'm not aware of that. As I say, a  
13 different facility, possibility no.

14 MS. LEAL: Okay. I don't have anything else.  
15 Thank you.

16 THE COURT: Okay. Direct?

17 **CROSS-EXAMINATION**

18 BY MR. MUSSIG:

19 Q Good afternoon, Mr. Malpica. I just have a few  
20 questions. And my first -- I think this is probably  
21 clear, but just -- and I don't think this is disputed.  
22 Do you understand that the position you're in is the  
23 position that Mr. Snookal had applied for?

24 A I understand that. I understand that.

25 Q And can you tell us a little bit about the job?

1 A Yes, a little bit more.

2 Q And you used a term called "must move"; is that  
3 right?

4 A Yes.

5 Q What does that mean?

6 A Commonly, when you are approaching the end of  
7 your assignment, you are what Chevron -- let's say  
8 Chevron. I'm not sure about other. They call that  
9 priority move. And you go to the PDC, and you need to  
10 go to through this process in which Chevron is posting a  
11 position all around globe, and you need to compete for  
12 the position that you considered you want to be part of.  
13 If you don't -- if you are not successfully on that  
14 process that was supposed to be, say, like last year --

15 Q Uh-huh.

16 A -- then you are moved to the next round of  
17 these PDC as a must move. It means that you must be  
18 taking that position -- position there. Otherwise, you  
19 need to leave the company.

20 Q So does it mean you need to move out of this  
21 position?

22 A Yes.

23 Q And you used word transformation earlier, and I  
24 think you used that synonymously with reorganization; is  
25 that correct?

1 A Yes.

2 Q And you mentioned in response to Mr. Mussig's  
3 questions, you said PPE that you were required -- that  
4 you are required in Escravos to wear -- personal  
5 protective equipment, that is what PPE is; correct?

6 A Yes.

7 Q Okay. And that means, you know, clothes and  
8 helmet, you're all covered up?

9 A Yes.

10 Q And are you aware that that type of PPE  
11 equipment is also required in El Segundo?

12 A Everywhere when you have same problem.

13 Q Yes. Thank you.

14 THE COURT: All right. Mr. Malpica, you're  
15 excused. Thank you for coming.

16 THE WITNESS: Thank you.

17 THE COURT: Safe travels.

18 THE WITNESS: Thank you, sir.

19 THE COURT: All right. Who does Mr. Snookal  
20 call next?

21 MS. LEAL: Andrew Powers.

22 THE COURT: All right. So, Mr. Powers, come  
23 up.

24 **PLAINTIFF'S WITNESS, ANDREW POWERS, SWORN.**

25 THE COURT: All right. You've heard all my

1 Q And then from June 2019 through May 2022, you  
2 were the senior HR manager at Chevron's El Segundo  
3 refinery; correct?

4 A Correct.

5 Q And that is a position you held in 2019 during  
6 the events in this particular case; correct?

7 A Yes.

8 Q And then from May 2022 through November of  
9 2023, you were the senior HR manager for Chevron's  
10 global IT function downstream and technology services  
11 business unit and Chevron's tech ventures business unit  
12 based in Texas; correct?

13 A That's correct.

14 Q Okay. And then now you have your most recent  
15 assignment.

16 So I know you've moved around a lot, and you've  
17 gone to other countries. During those other country  
18 assignments, I assume you also received a location  
19 premium that's been talked about; correct?

20 A Correct.

21 Q And in Manilla -- when you were in Manilla, you  
22 received a 30 percent location premium; correct?

23 A Correct.

24 Q And when you were in Kazakhstan, you received a  
25 35 percent premium?

1 A Incorrect.

2 Q Okay. Well, then let me show you Exhibit  
3 Number 127 and see if this refreshes your memory?

4 A Yep.

5 Q It's about two-thirds of the way down. It's  
6 about two-thirds of way down. Kazakhstan, it says  
7 35 percent. Do you see that?

8 A I do. This sheet is from 2019. It looks like  
9 my assignment was from 2015 -- 2013 to 2015, and our  
10 premiums do change over time.

11 Q Oh, okay. I apologize. So was it higher or  
12 was it lower?

13 A It was lower -- higher, I apologize.

14 Q Higher?

15 A Yes.

16 Q All right. Thank you.

17 So you moved around a lot -- you've had a lot  
18 of different HR positions. Do you consider your several  
19 is a loyal employee?

20 A Yes.

21 Q Okay. So irrespective of where in the world  
22 you worked or location within the United States, you've  
23 always been paid by Chevron U.S.A; correct?

24 A That's correct.

25 Q So now focusing on the time when you were the

1 A You know, no direct reports but definitely  
2 someone with power and influence within a specific area  
3 of the refinery.

4 Q Are you aware how -- how long Mr. Snookal was  
5 in that operating assistant role?

6 A Um, from -- let's see here. 2020 timeframe,  
7 about a year before we had, like, a transformation  
8 selection event.

9 Q And you were in the courtroom when Mr. Malpica  
10 talked about transformation. Is that what you're  
11 referring to?

12 A That's correct.

13 Q And I suppose in your words, what is that  
14 event?

15 A Yeah, transformations are another way to call  
16 reorganizations or sometimes downsizing that a company  
17 goes through. Within my time at Chevron, we've had one  
18 every three to four years, it seems like. And so as you  
19 heard in the earlier conversation, there was one in  
20 2020. And we're also going through one right now,  
21 reducing -- downsizing the organization. We call it a  
22 transformation or reorganization. Basically, downsizing  
23 the number of team members that we have across the  
24 enterprise.

25 Q And so you said Mr. Snookal was in that

1 Q Mr. Powers, you testified that Chevron created  
2 a role for Mr. Snookal, the reliability change OA  
3 assistant position. And who actually created that  
4 position, if you know?

5 A Yes, it would be his supervisor at the time,  
6 Austin Ruppert as well as Troy Tortorich who was over  
7 all maintenance and reliability.

8 Q And the reason they created that position is  
9 because Mr. Snookal is not going to Escravos; correct?

10 A I think that was one component of it. I think  
11 there was also a business need identified.

12 Q And Troy and Austin realized that Mr. Snookal  
13 was an asset to Chevron, and they didn't want to lose  
14 him; correct?

15 A I think that's correct.

16 Q And isn't it true that this reliability change  
17 OA position, which was created, in essence was just  
18 doing special projects for Mr. Ruppert. Were you aware  
19 of that?

20 A I don't have direct knowledge of what his day  
21 to day looked like reporting to Mr. Ruppert.

22 Q And you're aware that this reliability change  
23 OA position that was created for him was not a  
24 supervisory position; correct?

25 A Yes, I'm aware of that.



1 Q And the position that he had held at the time  
2 he applied for the REM position, it was an IEAR  
3 position, which stands for "instrumentality electrical  
4 analyzer reliability team lead," IEAR. That is a  
5 position Mr. Snookal had at the time he applied for the  
6 position in Escravos; correct?

7 A That's correct.

8 Q And when he had the IEAR team lead position, he  
9 supervised a number of employees; correct?

10 A That's correct.

11 Q And he reported to Austin Ruppert at the time;  
12 correct?

13 A Correct.

14 Q And the fact that a position was created for  
15 Mr. Snookal, the reliability change OA position, that  
16 position did not pay the same amount that he,  
17 Mr. Snookal, would have earned had he received the  
18 position in Escravos; correct?

19 A From a U.S. base pay? It did pay the same.

20 Q The salary?

21 A That's his base salary, correct.

22 Q Correct. But he would not have received the 55  
23 additional percent pay; correct?

24 A That's correct. That is only given if you are  
25 in that location.

1 A No, I didn't look at those things.

2 Q After Mr. Snookal was denied the position in  
3 Escravos, he too looked for positions; correct?

4 A Yes, that is my understanding.

5 Q And of all of positions that he suggested that  
6 he might be able to -- to hold, he didn't receive a  
7 single one; you're aware of that?

8 A I'm aware of that. I was not directly involved  
9 though.

10 Q And you just testified, well, he was put back  
11 into his old position, the IEAR position at some point;  
12 correct?

13 A That is correct. After we had a transformation  
14 selection event, which is a downsizing.

15 Q And once he was put into this IEAR position  
16 which he had held a couple of years before, again, the  
17 PSG was still the same?

18 A That's correct.

19 Q And he didn't receive any additional location  
20 premium, anything that he would have had, had he been  
21 assigned to Escravos; correct?

22 A That's correct. El Segundo does not have a  
23 premium associated with it.

24 Q You just testified that you would not contact  
25 Dr. Kahn. It's not your responsibility and more

1 for that?

2 A Yes, and this has to do with the theory in  
3 economics and finance; it's the time value of money.  
4 You're correct.

5 Q Okay.

6 A Money today is worth more because you can -- it  
7 can be invested and grow with interest.

8 Q Okay. And I think you alluded to this; you  
9 calculated both Mr. Snookal's past economic damages and  
10 future economic damages. Can you break down what those  
11 two categories mean to you in your report?

12 A Yes, the past economic damages are the lost  
13 earnings and lost employment benefits from before this  
14 trial. And the future lost earnings are the lost  
15 earnings and employment benefits after this trial. And  
16 that distinction is important in economics because the  
17 future losses are discounted or shrunk to present value.  
18 The past losses are not. That's why that line of  
19 demarkation in time is important from an economic  
20 standpoint. And in my calculations, the past losses are  
21 not discounted to present value. They're not in the  
22 future.

23 Q Right. Okay. That makes sense.

24 Did you account for the fact that Mr. Snookal  
25 found new employment after leaving Chevron pretty much

1 right away?

2 A Yes, my calculations really calculate the  
3 difference in what Mr. Snookal could have earned at  
4 Chevron with the -- the promotion minus what he has  
5 actually earned and will earn without the promotion.  
6 With the promotion, I'm considering him working in  
7 Nigeria with the different benefits and higher salaries  
8 that -- and benefits that go with that.

9 I'm subtracting from that what Mr. Snookal has  
10 actually earned, and that includes some earnings from  
11 several subsequent employers, like Nippon Dynawave and  
12 Georgia-Pacific. So I take what he has actually earned  
13 and I deduct that from the economic losses so that the  
14 losses, the economic losses from lost earnings, are  
15 really the difference in what he could have earned and  
16 what he's actually earning.

17 Q And in -- so Mr. Snookal also remained employed  
18 at Chevron for some time after the rescission of the --  
19 the job in Nigeria. Did you also account for the fact  
20 that Chevron was paying him some amount during that  
21 two-or-so-year period of time?

22 A That is correct. That amount is deducted from  
23 economic losses as well. This -- this period of time  
24 goes from August the 1st of 2019, when he otherwise  
25 would have begun working in Nigeria, to about September

1 Q Please. Yeah, why don't you start by telling  
2 us why you created two tables, and then maybe we can go  
3 through the columns.

4 A Okay. In scenario number 1, which is in table  
5 number 1, I am assuming that Mr. Snookal would have gone  
6 to Nigeria to work, but he would have remained in grade  
7 22. In scenario number 2, in table number 2, I am  
8 assuming that by January the 1st of 2020, he would have  
9 been promoted to grade 23. So the difference in the two  
10 scenarios, the difference in the two tables has to do  
11 with whether he stays at grade 22 or whether he moves to  
12 grade 23.

13 Q Thank you, Dr. Baum.  
14 And I guess is it fair to say that provided  
15 both so that the jury can decide, based on the facts,  
16 what's appropriate to award for Mr. Snookal's damages?

17 A That's correct. It gives you, as a jury,  
18 options because it's my understanding there was a  
19 commitment, if he had gone to Nigeria or when he went to  
20 Nigeria, to move him up to grade 23. And so if -- if  
21 that is what would have happened in scenario number 2,  
22 in table 2 is the correct one -- or is the one you would  
23 select.

24 Q Thank you so much.

25 So now let's -- let's look at table -- let's

1 start with table 1, which I know you said was without  
2 any assumption that Mr. Snookal would ever get promoted.  
3 If you could tell us -- you know, column 1 is self --  
4 self-evident. It's the year; right?

5 So I see that you broke down the past wages up  
6 until now, and then the future is a projection into the  
7 future. What's wage growth rate?

8 A Yes, and you can see in column number 1 that I  
9 calculate economic losses on a year-by-year basis. And  
10 you're right; 2025 isn't in there twice. It's that part  
11 of it is pretrial, and part of it is post-trial.

12 But I assume that earnings go up over time due  
13 to cost of living adjustments and price inflation.  
14 We've recently experienced some of the effects of price  
15 inflation, and so most people are familiar with that.  
16 And so I include wage growth, and the rate of wage  
17 growth that I build into the model is in column 2. For  
18 some of those years, the wage growth rates are based on  
19 historical economic data, and then at some point, it  
20 becomes a projection of mine for the future.

21 Q Okay. And then column 3, what 's that?

22 A Column 3 represents what I project what  
23 Mr. Snookal would have earned from his promotion to the  
24 position in Nigeria in terms of base pay and performance  
25 in each year moving into the future. You can see that

1 these amounts go up slowly over time. They go up at the  
2 rate of wage growth in column number 2, and you can see  
3 what the amounts are that would comprise his earnings in  
4 column 3.

5 And then columns 4, 5, 6, 7 and 8 represent  
6 different employment benefits. One of these employment  
7 benefits that Mr. Snookal would have gotten in Nigeria  
8 would be supplemental vacation pay, and so I built that  
9 into the model as an employment benefit.

10 An important employment benefit would be in  
11 column 5. This is the location premium. Where he was  
12 going in Nigeria, he would have received a location  
13 premium of 55 percent. His base pay would have been  
14 increased by 55 percent, and so the numbers in column 5  
15 represent that employment benefit.

16 Another employment benefit that would have been  
17 associated with this he promotion involves tax  
18 equalization payments. Essentially, the company would  
19 be providing some compensation for tax differentials or  
20 tax benefits for being in Nigeria. That's in column 6.

21 Column 7, Chevron provided an employee savings  
22 and investment plan. It's an amount -- they contributed  
23 an amount of money equal to 8 percent of pay. And so I  
24 take into account that employment benefit in column  
25 number 8.

1 And then the last employment benefit -- let's  
2 see here. I'm sorry. I take into account the employee  
3 savings and investment plan in column 7.

4 And then the last employment benefit in  
5 column 8 represents the employer's portion of FICA tax,  
6 or the payroll tax. Employers pay into the Social  
7 Security system on behalf of employees the same way  
8 employees do. Most employees recognize that because  
9 they that money being taken out of their paycheck. An  
10 employer makes an equal contribution. And so column 8  
11 represents another employment benefit. It is the  
12 employer's contribution to the Social Security  
13 Administration on the employee's behalf.

14 So columns 3 through 8 represent compensation  
15 for Mr. Snookal from the promotion in Nigeria.

16 Q And then 9 through 15 are the columns that you  
17 deducted from first eight; is that true? It is what he  
18 actually earned?

19 A I would say columns 9, 10, and 11 represent the  
20 deductions. They represent what Mr. Snookal has  
21 actually earned. In fact, column number 8 represents  
22 his actual earnings and bonuses from these subsequent  
23 employers. Some of this time is actually with Chevron  
24 for a while, but then it of moves to Nippon Dynawave,  
25 and then it moves to Georgia-Pacific.



1 Column 10 represents different employment  
2 retirement benefits and employee stock investment plan  
3 benefits. And then column 11 represents the employer's  
4 portion of the FICA tax to the Social Security  
5 Administration from these subsequent jobs. And so 9, 10  
6 and 11 represent pay and benefits, the compensation  
7 Mr. Snookal is actually receiving. And again, that gets  
8 deducted from the losses, and the subtraction is in  
9 column 12. Column 12 says "loss."

10 Q That's the difference, then?

11 A That's the difference. And it shows the  
12 difference in these two compensation streams.

13 Q Let me just -- I'm so sorry to interrupt. Let  
14 me pause and ask you one thing.

15 So you said that one of the benefits  
16 Mr. Snookal would have received was Chevron's  
17 supplemental vacation pay. Can you explain what that  
18 benefit is, or why -- you know, what you reviewed to  
19 make you add this as one of the benefits?

20 A Yes, this is a -- an additional source of  
21 compensation that Mr. Snookal would have gotten in  
22 Nigeria but not if he hadn't gone to Nigeria. He would  
23 have been paid for an additional 25 days of vacation.  
24 It is because in Nigeria, according to the, I guess,  
25 experience with the position, workers there aren't in a

1 position to take vacation. They're really going to be  
2 required to work the whole time, and so instead of  
3 taking vacation days, they get extra pay.

4 Q Understood. Okay.

5 Really quickly, let's go to the next page of  
6 this exhibit and just finish through kind of what these  
7 columns are. So again, it looks like you're following  
8 over that other table, just won't all fit without being  
9 illegible. And so you have years again.

10 Ans then "adjust loss," what is that?

11 A Adjusted loss takes into account the likelihood  
12 that Mr. Snookal would have remained employed for  
13 Chevron for over the course of his remaining career.  
14 There is some chance that before retirement, even  
15 without the wrongdoing, he would have not remained with  
16 Chevron. He would have picked a different job or  
17 selected a different job. I take into account the  
18 likelihood of that occurring so that in these future  
19 years, the -- the adjust loss is the loss we talked  
20 about adjusted for the likelihood in the future that  
21 Mr. Snookal might have gone to a different employer  
22 anyway for some other reason.

23 Q So you actually adjusted it downwards based on  
24 some probability that Mr. Snookal would no longer be  
25 employed with Chevron for any reason, whether it is

1 leaving or staying or whatever?

2 A That is correct because we -- we all know as  
3 workers sometimes we have multiple employers during our  
4 career. The adjusted loss takes into account the  
5 likelihood that Mr. Snookal would have left for some  
6 other reason unrelated to this case in the future.

7 Q How do you get those numbers? Like, how do you  
8 get, you know, how much to discount it by?

9 A It is -- these are numbers that are based on  
10 Government data from a sample of literally thousands of  
11 workers where the Government tracks how long workers  
12 tend to stay with a particular employer before they pick  
13 a new job or a different employer.

14 Using a multivariable regression statistical  
15 model, that data can be used to make projections on how  
16 long an individual would remain with an employer based  
17 on that individual's characteristics, like education and  
18 occupation and wage, and it is based on a number of  
19 different factors that can be made to be specific for  
20 Mr. Snookal in this case when those projection are made.

21 Q Understood.

22 So -- and then again, table 1 assumes no  
23 promotion ever from the Nigeria position, so at pay  
24 grade 22?

25 A That's correct. In table number 1, there's no

1 there was some commitment for that to happen. I guess  
2 it is possible he could have been promoted to even a  
3 grade. But in scenario number 2, table 2, I am building  
4 into the calculations a promotion to grade 23.

5 Q After six months in the role?

6 A It begins January the 1st of 2020, so it  
7 actually begins after five months.

8 Q Got it.

9 So final thing: We just heard testimony from  
10 someone who is currently in the reliability engineering  
11 manager position that he was placed at a pay grade of 24  
12 and, I think, subsequently elevated to 25. We weren't  
13 aware of that at the time that -- or you weren't aware  
14 of that, let's say. I wasn't either.

15 But you weren't aware of that at the time --

16 MS. KENNEDY: Objection, Your Honor.

17 MS. FLECHSIG: I'm sorry.

18 THE COURT: Strike all that.

19 Just ask a question.

20 BY MS. FLECHSIG:

21 Q You weren't aware of that at the time you  
22 prepared your report?

23 A I was not. So I only provided one other  
24 scenario. It is in table 2, scenario number 2. And in  
25 the same spot in the table, the bottom right-hand corner

1 of column 23, with all of adjustments we've discussed  
2 built in so that no more adjustment needs to be made,  
3 the present value from lost earnings and lost employment  
4 benefits are \$3,321,301.

5 Q And that's a promotion to pay grade 23.  
6 So that's understandably lower than a pay grade  
7 24 or 25?

8 MS. KENNEDY: Objection. That is lack of  
9 foundation as phrased.

10 THE COURT: Sustained.

11 BY MS. FLECHSIG:

12 Q So I'll just ask it this way: Again, that is  
13 the cumulative total in pay grade 23?

14 A Yes, with a promotion to pay grade 23 but no  
15 subsequent promotions. And so if there would have been  
16 a subsequent promotion, then the numbers would change.  
17 Presumably, they would be higher if the promotion  
18 included a higher salary.

19 MS. FLECHSIG: Thank you so much, Dr. Baum.  
20 Those are all my questions.

21 **CROSS-EXAMINATION**

22 BY MS. KENNEDY:

23 Q Good afternoon, Dr. Baum. How are you?

24 A Good. How are you doing?

25 Q Good.

1 that he would have been -- remained with Chevron. But  
2 it's my understanding -- in fact, I've counted them.  
3 Chevron has 56 different expat locations. So he could  
4 have been in Nigeria with renewals, could have been in a  
5 different location.

6 Q Let me ask you: Do you see any documentation  
7 that any Chevron employee in the history of Chevron was  
8 ever an expat for over 30 years in a row?

9 A Again, I'm not claiming that in my analysis,  
10 30 years. In my analysis, the analysis just goes from  
11 2019 to 2035 so it's at a 15-year period not 35-year  
12 period or 30-year period. But it is my -- I -- it is my  
13 understanding that the individual who is in the Nigeria  
14 position at the moment has been in the position for more  
15 than four years. That would presumably include a  
16 renewal.

17 So in my calculations, Mr. Snookal could have  
18 gone to Nigeria, and his contract could have been  
19 renewed. He could have gone to a different expat  
20 location. Again, I've counted them. There's 56 around  
21 the world. They presumably have more than one employee  
22 at each location, so if this is something that  
23 Mr. Snookal wanted to do -- it sounds like there are a  
24 lot of opportunities, not just one opportunity.

25 Q And to your knowledge, in particular case, do

C E R T I F I C A T E

MARK SNOOKAL :  
vs. : No. CV 23-06302-HDV  
CHEVRON USA, INC. :

I, MARIA BUSTILLOS, OFFICIAL COURT REPORTER, IN AND FOR THE  
UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF  
CALIFORNIA, DO HEREBY CERTIFY THAT PURSUANT TO SECTION 753,  
TITLE 28, UNITED STATES CODE, THE FOREGOING IS A TRUE AND  
CORRECT TRANSCRIPT OF THE STENOGRAPHICALLY REPORTED  
PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER AND THAT THE  
TRANSCRIPT PAGE FORMAT IS IN CONFORMANCE WITH THE REGULATIONS  
OF THE JUDICIAL CONFERENCE OF THE UNITED STATES.  
FEES CHARGED FOR THIS TRANSCRIPT, LESS ANY CIRCUIT FEE  
REDUCTION AND/OR DEPOSIT, ARE IN CONFORMANCE WITH THE  
REGULATIONS OF THE JUDICIAL CONFERENCE OF THE UNITED STATES.

                    /s/                                         08/21/2025                      
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